



GEOGRAPHIC
INFORMATION
SERVICES, INC.



*ESRI Foundation Business
Partner Award Winner*

*ESRI 2002 Business Partner of
the Year Award Winner*

**Authorized Federal Supply Service
Information Technology Schedule Pricelist
General Purpose Commercial Information Technology
Equipment, Software, and Services**

**Contract Number: GS-35F-0682R
Contract Period: June 22, 2010 thru June 21, 2015**

Geographic Information Services, inc. (GISi) is a SBA Certified Small Business established in 1991 and headquartered in Birmingham, Alabama. The GISi team consists of highly experienced, educated professionals known for thought leadership and mission critical thinking in the fields of Geography, Planning, Environmental Science, and Information Technology.

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Email: sales@gisinc.com

General Services Administration
Federal Supply Service

Pricelist current through Modification #55, dated TBD.

Products and Services ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage by accessing the Federal Supply Service Homepage via the Internet at:
<https://www.gsaadvantage.gov>

Special Item Number: 132-8 Purchase of New Equipment
Special Item Number: 132-12 Maintenance of Equipment, Repair Services and/or Spare Parts
Special Item Number: 132-33 Perpetual Software Licenses
Special Item Number: 132-34 Maintenance of Software
Special Item Number: 132-50 Training Courses for Information Technology
Special Item Number: 132-51 Information Technology Professional Services



Geographic Information Services, inc

SPECIAL ITEM NUMBER 132-8 PURCHASE OF NEW EQUIPMENT

Juniper Systems, Inc.

FSC CLASS 7010 - SYSTEM CONFIGURATION

- End User Computers/Desktop Computers
- Professional Workstations
- Servers
- Laptop/Portable/Notebook Computers
- Large Scale Computers
- Optical and Imaging Systems
- Other Systems Configuration Equipment, Not Elsewhere Classified

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

- Printers
- Display
- Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens
- Network Equipment
- Other Communications Equipment
- Optical Recognition Input/Output Devices
- Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage
- Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT

- ADP Support Equipment

FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

- Microcomputer Control Devices
- Telephone Answering and Voice Messaging Systems

FSC CLASS 7050 - ADP COMPONENTS

- ADP Boards

FSC CLASS 5995 - CABLE, CORD, AND WIRE ASSEMBLIES: COMMUNICATIONS EQUIPMENT

- Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES

- Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLIES AND HARNESSSES

- Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL

- Coaxial Cables

FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT

- Telephone Equipment
- Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS

- Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT



Geographic Information Services, inc

Facsimile Equipment (FAX)

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE

Two-Way Radio Transmitters/Receivers/Antennas
Broadcast Band Radio Transmitters/Receivers/Antennas
Microwave Radio Equipment/Antennas and Waveguides
Satellite Communications Equipment

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE

Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE

Radio Navigation Equipment/Antennas

FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE

Airborne Radio Navigation Equipment

FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE

Pagers and Public Address Systems (wired and wireless transmissions, including background music systems)

FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE

Airborne Radar Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT

Miscellaneous Communications Equipment

- Repair Parts/Spare Parts
- Third Party Maintenance

SPECIAL ITEM NUMBER 132-12 – Equipment Maintenance

Juniper Systems, Inc

FSC/PSC Class J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

FSC/PSC Class J058 – Maintenance and Repair of Communication Equipment.

- Maintenance
- Repair Service
- Repair Parts/Spare Parts

Special Item Number: 132-33 Perpetual Software Licenses

FSC Class 7030 Information Technology Software, Microcomputers, Application Software
Manufacturers: ESRI, Inc., GISi, Juniper Systems, Inc.

Special Item Number: 132-34 Maintenance of Software

FSC Class 7030 Information Technology Software



Geographic Information Services, inc

FSC Class 7030 Information Technology Software & Services
Manufacturer: ESRI, Inc.

Information Technology Professional Services
ESRI, Inc, GISi

FPDS Code D302 – IT Systems Development Services

FPDS Code D306 – IT Systems Analysis Services

FPDS Code D307 – Automated Information Systems Design and Integration Services

FPDS Code D308 – Programming Services

FPDS Code D311 – IT Data Conversion Services

FPDS Code D313 – Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services

FPDS Code D316 – IT Network Management Services

FPDS Code D399 – Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and /or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

AUTHENTICATION PRODUCTS AND SERVICES – Authentication products and services provide for authentication of individuals for purposes of physical and logical access control, electronic signature, performance of E-business transactions and delivery of Government services. Authentication Products and Services consist of hardware, software components and supporting services that provide for identity assurance. Refer to Clause CI-FSS-52 Authentication Products and Services for requirements that must be met prior to award.



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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!TM on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!TM and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ The Geographic Scope of Contract will be overseas delivery only.
- ☒ The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Geographic Information Services, Inc
P.O. Box 361227
Birmingham, AL 35263
DUNS Number: 826706848



Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:
205-941-0442

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule Contract

Block 16: Data Universal Numbering System (DUNS) Number: 826706848

Block 30: Type of Contractor: B. Other Small Business

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - No

Block 37: Contractor's Taxpayer Identification Number (TIN): 63-1030638

Block 40: Veteran Owned Small Business (VOSB): NA

- A: Service Disabled Veteran Owned Small Business
- B: Other Veteran Owned Small Business

4a. CAGE Code: 1FQD9

4b. Contractor has not registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER

DELIVERY TIME (Days ARO)



<u>132-8</u>	<u>30</u> Days
<u>132-32</u>	<u>30</u> Days
<u>132-33</u>	<u>30</u> Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

c. i. SIN 132-54 and SIN 132-55, ACCELERATED SERVICE DELIVERY (7 calendar days or less): the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.

ii. SIN 132-54 and SIN 132-55, TIME-CRITICAL DELIVERY (4 hours or less): the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM transponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).

iii. For SIN 132-54 and SIN 132-55, EXTENDED SERVICE DELIVERY TIMES: the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.

7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: Net - 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity – None
- c. Dollar Volume – None
- d. Other Special Discounts (i.e. Government Education Discounts, etc.) – None

8. **TRADE AGREEMENTS ACT OF 1979, as amended:**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

Not Applicable



10. Small Requirements: The minimum dollar of orders to be issued is \$100.00.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-8 - Purchase of Equipment
Special Item Number 132-12 - Equipment Maintenance
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-34 - Maintenance of Software as a Service
Special Item Number 132-51 - Information Technology Professional Services

b. The Maximum Order for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDs), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.



13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.



- (h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).



For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Not Applicable to any order under this contract

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.



20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes _____

No _____

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): www.gisinc.com

The EIT standard can be found at: www.Section508.gov/.



24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)



**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT (SPECIAL
ITEM NUMBER 132-8)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

- a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Equipment is self-installable

- b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a



supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

- c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity may exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

Juniper Systems, Inc

Standard Warranty Terms and Conditions

Limited Product Warranty

Juniper Systems, Inc. ("JS") warrants that the Field PC/Field PCs shall be free from defects in materials and workmanship, under normal intended use, for a period of 12 months from the date of shipment. The Field PC can be warranted up to 5 years (including the standard warranty period) through the purchase of an extended warranty. JS warrants that the following items shall be free from defects in materials and workmanship, under normal intended use, for a period of ninety (90) days from the date of shipment:

- battery packs,
- media containing the Field PC programs,
- desktop computer programs,
- user documentation, and
- accessories.

Extended warranties apply only to the Field PC, not battery packs, media containing the



Field PC programs, desktop computer programs, user documentation, and accessories. Parts that are excessively worn are not covered under the warranty plan. These may include, but are not limited to, the keyboard elastomer and switch matrix, hand straps, touchscreens, and connector modules.

Warranty Exclusions

This warranty shall not apply if:

- (i) the product has been set up improperly or has been improperly installed or calibrated,
- (ii) the product is operated in a manner that is not in accordance with the user documentation,
- (iii) the product is used for a purpose other than for which it was designed,
- (iv) the product has been used in environmental conditions outside of those specified for the product,
- (v) the product has been subject to any modification, alteration, or change by or on behalf of customer (except and unless modified, changed or altered by JS or under direct supervision of JS),
- (vi) the defect or malfunction results from misuse or accident,
- (vii) the serial number on the product has been tampered with or removed, or
- (viii) the product has been opened or tampered within any way.

This warranty is exclusive and JS will not assume and hereby expressly disclaims any further warranties, whether express or implied, including, without limitation, any warranty as to merchantability, fitness for a particular purpose, non-infringement or any warranties arising from the course of performance, dealing, or usage of trade. JS specifically makes no warranties as to the suitability of its products for any particular application. JS makes no warranties that:

- its products will meet your requirements or will work in combination with any hardware or applications software products provided by third parties,
- the operation of its products will be uninterrupted or error free, or
- all defects in the product will be corrected.

JS shall not be responsible for software, firmware, information, or memory data contained in, stored on, or integrated with any products returned to JS for repair, whether under warranty or not.

Remedy

In the event a defect in materials or workmanship is discovered and reported to JS within the specified warranty period, JS will, at its option, repair the defect or replace the defective part or product. Replacement products may be new or reconditioned. JS warrants any replaced or repaired product for a period of ninety (90) days from the date of return shipment, or through the end of the original warranty period, whichever is longer.

Limitation of Liability

To the fullest extent allowed by law, the obligation of JS shall be limited to the repair or replacement of the product. JS shall in no event be liable for special, incidental, or consequential, indirect, special or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss arising out of or in



connection with the sale, installation, maintenance, use, performance, failure, or interruption of any product. Any responsibility and/or liability of JS shall, in connection with a warranted product, be limited in the maximum amount to the original purchase price.

Warranty Repairs

To obtain repair or service on the Field PC, contact your authorized repair center within the applicable warranty period to receive a Return Material Authorization (RMA) number. Repairs returned without proper authorization may acquire an additional handling fee and/or delay in the repair. The customer is responsible to prepay all shipping costs when sending equipment to a repair center. JS will return the repaired equipment by the same method it was received with costs of shipping prepaid.

Governing Law

This warranty is governed by the laws of Utah, and excludes the United Nations Convention on Contracts for the International Sale of Goods. The courts of Utah shall have exclusive personal jurisdiction in case of any disputes arising out of or in connection with this warranty.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Manufacturers plant, the address is as follows: Juniper Systems, Inc. 1132W, 1700N, Logan, UT 84321

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).



**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR
SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS
AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR
LEASED EQUIPMENT (SPECIAL ITEM NUMBER 132-12)**

1. SERVICE AREAS

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a NA (**insert miles**) mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

All repairs will be at manufacturer's facility located at: Juniper Systems, Inc, 1132W, 1700N, Logan, UT 84321

2. MAINTENANCE ORDER

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.



e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. SCOPE

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.



c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

7. RESPONSIBILITIES OF THE CONTRACTOR

a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

8. MAINTENANCE RATE PROVISIONS

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. AFTER HOURS

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.

e. QUANTITY DISCOUNTS

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

Quantity Range	Discounts
<u>None</u> Units	<u> </u> %
<u> </u> Units	<u> </u> %
<u> </u> Units	<u> </u> %



9. REPAIR SERVICE RATE PROVISIONS

- a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
- b. **MULTIPLE MACHINES.** When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.
- c. **TRAVEL OR TRANSPORTATION**
- (1) **AT THE CONTRACTOR'S SHOP**
- (a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.
- (b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.
- (2) **AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)**
- When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.
- (3) **AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)**
- (a) If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.
- (b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.
- d. **LABOR RATES**
- (1) **REGULAR HOURS**
- The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.



(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE RATES

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS AND HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	<u>\$110.00+Parts</u>	<u>\$110.00</u>	<u>None</u>	<u>None</u>
Non Warranty repairs				

ORDERING ACTIVITY LOCATION

(WITHIN ESTABLISHED

SERVICE AREAS)

Juniper Systems, Inc, 1132W.177N, Logan, UT 84321

ORDERING ACTIVITY LOCATION

(OUTSIDE ESTABLISHED

SERVICE AREAS)

None

*MINIMUM CHARGES INCLUDE ___ FULL HOURS ON THE JOB.

**FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated 2009/2010, at a discount of 0% from such listed prices.

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE



All repair work will be guaranteed/warranted for a period of 90 days to 1 year.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period:

Warranty Repairs

To obtain repair or service on the Field PC, contact your authorized repair center within the applicable warranty period to receive a Return Material Authorization (RMA) number.

Repairs returned without proper authorization may acquire an additional handling fee and/or delay in the repair. The customer is responsible to prepay all shipping costs when sending equipment to a repair center. JS will return the repaired equipment by the same method it was received with costs of shipping prepaid.

12. INVOICES AND PAYMENTS

a. Maintenance Service

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.



**TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33)
PERPETUAL SOFTWARE LICENSE AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL
PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

The contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any software that has been tendered for acceptance. The Government must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract

All CDs are guaranteed to be free of defect or will be replaced at no additional charge.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor without additional charge to the Government, shall provide a hot line technical support number (205) 941-0442 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 a.m. to 5:00 p.m. Central Time.

4. SOFTWARE MAINTENANCE

Software Maintenance as a Product (SIN 132-32) – Not offered at this time.

- a. Software maintenance service shall include the following:

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion



forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

- b. Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance (SIN 132-33 and SIN 132-34)

- c. The GISi Basic Software Maintenance includes all Upgrades, any Interim Releases and up to five (5) technical assistance phone calls.
- d. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF MAINTENANCE (132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the Government on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance are to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office may place an order this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance are to be terminated at that time. Orders for the continuation of the term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

None



7. TERM LICENSE CESSATION

NA

8. LIZATION LIMITATION – (132-33, AND 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the Government, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one agency's site. This would allow other agencies access to one agency's database. For Government public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user agency will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user agency's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user agency.
 - (3) Except as is provided in paragraph 8.b (2) above, the Government shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the government who have the Government's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the Government to use software, documentation, or information therein, which the Government may already have or obtains without restrictions.
 - (4) The Government shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government personnel; to use the computer software and documentation with a backup computer when the primary computer is



inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS – (132-33)

Full monetary credit will be allowed to the Government when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT TO COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.
Geographic Information Services, Inc. does not provide any right-to-copy licenses.



**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 132-50)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit Government users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the Government's location, as agreed to by the Contractor and the Government.

2. ORDER

Written orders, EDI orders (GSA Advantage! And FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course data and time, contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the Government.

4. CANCELLATION AND RESCHEDULING

- a. The Government will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the Government to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the Government will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the Government fails to cancel or reschedule a training class within the time frame specified in paragraph a, above, the Government will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the Government to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The Government reserves the right to substitute one student for another up to the first day of class.



- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the Government, the Contractor must notify the Government at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the Government will be charged will be the Government training price in effect at the time of order placement, or the Government price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after Government completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desired prerequisites for student enrollment;



- (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the Government's location, instructor travel charges (if applicable), including mileage and daily living expenses, must be indicated below. Rates paid as a result of travel must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date (s) the travel is performed. Contractors cannot use GSA city pair contracts.

"NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

None

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services and Special Item Number 132-52 Electronic Commerce Services apply exclusively to IT/EC Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the Government location as agreed to by the Contractor and the ordering office.

2. PERFORMANCE INCENTIVES

- a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders of Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.



- b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.
- d. The above procedures do not apply to Time and Material or labor hour orders.

3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK)

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

GSA has determined that the prices for services contained in the contractor's price list applicable to this schedule are fair and reasonable. However, the ordering office using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

a. When ordering services, ordering offices shall -

1. Prepare a Request (Request for Quote or other communication tool):

- i. A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
- ii. The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering office makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A



ceiling price must be established for labor-hour and time-and-materials orders.

- iii. The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.
- iv. The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2)(i) below, the request shall notify the contractors that will be the case.

2. Transmit the request to Contractors:

- i. Based upon an initial evaluation of catalogs and price lists, the ordering office should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate). When buying IT professional services under SIN 132-51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.
- ii. The request should be provided to three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold. For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the agency's needs. Ordering offices should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

3. Evaluate responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

- b. The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing



procedures, etc. The potential volume of orders under BPAs , regardless of the size of individual orders, may offer the ordering office the opportunity to secure volume discounts. When establishing BPAs, ordering offices shall -

1. Inform contractors in the request (based on the agency's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

SINGLE BPA: Generally, a single BPA should be established when the ordering office can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

- i. **MULTIPLE BPAs:** When the ordering office determines multiple BPAs are needed to meet its requirements, the ordering office should determine which contractors can meet any technical qualifications before establishing the BPAs. When multiple BPAs are established, the authorized users must follow the procedures in (a)(2)(ii) above and then place the order with the Schedule contractor that represents the best value.

2. **Review BPAs Periodically:** Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)
- c. The ordering office should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.
 - d. When the ordering office's requirement involves both products as well as executive, administrative and/or professional, services, the ordering office should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

The ordering office, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For agency requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

Ordering procedures for other services available on schedule at fixed prices for specifically defined services or tasks should use the procedures in FAR 8.404. These procedures are listed in the pricelist, under "Information for Ordering Offices," paragraph #12.



4. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

5. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering office.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.
- c. The Agency should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

Any Contractor travel required in the performance of IT/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts

6. INSPECTION OF SERVICES

The Inspection of Services – Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection – Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52-246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is not software, then FAR 52.227-14 Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE GOVERNMENT

Subject to security regulations, the ordering office shall permit Contractor access to all facilities necessary to perform



the requisite IT/EC Services.

9. INDEPENDENT CONTRACTOR

All IT/EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the Government.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed Government contract, without some restriction on activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the Government, ordering offices may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC services. Progress payments may be authorized by the ordering office on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

PAYMENTS

For firm-fixed price orders the Government shall pay the Contractor, upon submission of proper invoices or vouchers, the



prices stipulated in this contract for service rendered and accepted. Progress payment shall be made only when authorized by the order.

12. For time-and-materials order, the Payments under Time-and-Materials and Labor-Hour Contracts (Alternate I (APR 1984)) at FAR 52.232-7 apply to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 2002) (Alternate II (FEB 2002)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user agency upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering agency in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT/EC SERVICES AND PRICING

Please refer to attached Professional Information Technology Labor Category Descriptions and Pricing.



USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Geographic Information Services, Inc. (GISi) provides commercial products and services to the Federal Government. We are committed to promoting participation of small, small disadvantaged and women-owned small business in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrates our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact Katie Irwin, (205) 941-0442, extension 20, or email kirwin@gisinc.com Fax (205) 941-0443.



BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

Federal Government

In the spirit of the Federal Acquisition Streamlining Act GSA (General Services Administration) and Geographic Information Services, Inc. (GISi) enter a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result to create a purchasing mechanism for the Government that works better and costs less.

Signatures

_____	_____	<u>Dale P. Dunham</u>	<u>11/7/02</u>
Agency	Date	Contractor	Date

BPA NUMBER _____



FEDERAL GOVERNMENT
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number (s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES/DATES
_____	_____
_____	_____
_____	_____

- (3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.
- (4) This BPA does not obligate any funds.
- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.
- (6) The following office (s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
- a. Name of Contractor;



- b. Contract Number;
 - c. BPA Number
 - d. Model Number or National Stock Number (NSN);
 - e. Purchase Order Number;
 - f. Date of Purchase;
 - g. Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - h. Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against the BPA.
- (9) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements
- Federal Supply Schedule Contractors may individually meet the customer needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.



GSA Product Pricelist

ESRI Products/Services

Part #	MFG.	Description	GSA Price	Foot Notes
		132-33 Perpetual Software		
		ESRI® - Suite of Products & Services		
		ArcGIS Desktop		
GIS0001	ESRI	ArcGIS ArcInfo Concurrent License	\$7,295.00	
GIS0100	ESRI	ArcGIS ArcEditor Concurrent License	\$5,713.00	
GIS0200	ESRI	ArcGIS ArcView Concurrent License	\$2,857.00	
GIS0105	ESRI	ArcGIS ArcEditor Single Use License	\$5,713.00	
GIS0205	ESRI	ArcGIS ArcView Single Use License	\$1,224.00	
		ArcView 3.x (UNIX)		
ARC563	ESRI	ArcView GIS 3.x UNIX Single User Floating Seat License	\$1,791.00	
ARC573	ESRI	ArcView GIS 3.x UNIX 6+ Single User Floating Seat Licenses	\$1,613.00	
		ArcView 3.x (Windows)		
ARC503	ESRI	ArcView GIS 3.x Windows/NT Single User License	\$976.00	
ARC513	ESRI	ArcView GIS 3.x Windows/NT 6+ Single User Licenses	\$878.00	
		Desktop GIS Extensions		
		ArcGIS Concurrent Use		
GIS0300	ESRI	ArcGIS 3D Analyst Extension Concurrent License	\$2,040.00	
GIS0400	ESRI	ArcGIS Spatial Analyst Extension Concurrent License	\$2,040.00	
GIS0500	ESRI	ArcGIS Geostatistical Analyst Extension Concurrent License	\$2,040.00	
GIS0800	ESRI	ArcGIS Publisher Extension Concurrent License	\$2,040.00	
GIS1100	ESRI	Maplex for ArcGIS Extension Concurrent License	\$2,040.00	
GIS1200	ESRI	ArcGIS Schematics Extension Concurrent License	\$2,040.00	
GIS1300	ESRI	ArcGIS ArcScan Extension Concurrent Use	\$2,040.00	
GIS1800	ESRI	ArcGIS Network Analyst Concurrent Use License	\$2,040.00	
GIS20 00	ESRI	ArcGIS Data Interoperability Extension Concurrent Use License	\$2,040.00	
		ArcGIS Single Use		
GIS0305	ESRI	ArcGIS 3D Analyst Extension Single Use License	\$2,040.00	
GIS0405	ESRI	ArcGIS Spatial Analyst Extension Single Use License	\$2,040.00	



GIS0505	ESRI	ArcGIS Geostatistical Analyst Extension Single Use License	\$2,040.00	
GIS0805	ESRI	ArcGIS Publisher Extension Single Use License	\$2,040.00	
GIS1005	ESRI	ArcGIS Tracking Analyst Extension Single Use License	\$2,040.00	
GIS1105	ESRI	Maplex for ArcGIS Extension Single Use License	\$2,040.00	
GIS1205	ESRI	ArcGIS Schematics Extension Single Use License	\$2,040.00	
GIS1305	ESRI	ArcGIS ArcScan Extension Single Use License	\$2,040.00	
GIS1805	ESRI	ArcGIS Network Analyst Single Use License	\$2,040.00	
GIS2005	ESRI	ArcGIS Data Interoperability Extension Single Use License	\$2,040.00	
ArcView 3.x (UNIX)				
ARC585	ESRI	ArcPress for ArcView GIS 3.x for UNIX License	\$285.00	
ARC633	ESRI	Network Analyst Extension UNIX Single User Floating Seat License	\$2,287.00	
ARC643	ESRI	Network Analyst Extension UNIX 6+ Single User Floating Seat Licenses	\$2,101.00	
ARC733	ESRI	Spatial Analyst Extension UNIX Single User Floating Seat License	\$2,746.00	
ARC743	ESRI	Spatial Analyst Extension UNIX 6+ Single User Floating Seat Licenses	\$2,522.00	
ARC833	ESRI	3D Analyst Extension UNIX Single User Floating Seat License	\$2,746.00	
ARC843	ESRI	3D Analyst Extension UNIX 6+ Single User Floating Seat Licenses	\$2,522.00	
ARC860	ESRI	Tracking Analyst Extension UNIX Single User Floating Seat License	\$2,287.00	
ARC863	ESRI	Tracking Analyst Extension UNIX 6+ Single User Floating Seat Licenses	\$2,101.00	
ArcView 3.x Extensions (Windows)				
ARC555	ESRI	ArcPress for ArcView GIS 3.x for Windows/NT	\$285.00	
ARC603	ESRI	Network Analyst Extension Windows/NT Single User License	\$1,371.00	
ARC613	ESRI	Network Analyst Extension Windows/NT 6+ Single User Licenses	\$1,259.00	
ARC703	ESRI	Spatial Analyst Extension Windows/NT Single User License	\$2,287.00	
ARC713	ESRI	Spatial Analyst Extension Windows/NT 6+ Single User Licenses	\$2,101.00	
ARC803	ESRI	3D Analyst Extension Windows/NT Single User License	\$2,287.00	
ARC813	ESRI	3D Analyst Extension Windows/NT 6+ Single User Licenses	\$2,101.00	
ARC832	ESRI	Tracking Analyst Extension Windows/NT Single User License	\$1,371.00	
ARC834	ESRI	Tracking Analyst Extension Windows/NT 6+ Single User Licenses	\$1,259.00	
ARC850	ESRI	ArcView StreetMap Extension Windows/NT	\$454.00	
Server GIS				
ArcGIS Server - Enterprise				
GIS2200	ESRI	ArcGIS Server Enterprise Advanced Deployment License (up to 4 cores)	\$32,643.00	
GIS2201	ESRI	ArcGIS Server Enterprise Advanced Deployment License Additional Cores	\$8,160.00	



GIS2204	ESRI	ArcGIS Server Enterprise Standard Deployment License (up to 4 cores)	\$16,322.00	
GIS2205	ESRI	ArcGIS Server Enterprise Standard Additional Cores	\$4,080.00	
GIS2208	ESRI	ArcGIS Server Enterprise Basic Deployment License (up to 4 cores)	\$8,160.00	
GIS2209	ESRI	ArcGIS Server Enterprise Basic Additional Cores	\$2,040.00	
ArcGIS Server – Enterprise Extensions				
GIS2254	ESRI	ArcGIS Server Enterprise Standard Network Extension Deployment License (up to 4 cores)	\$8,160.00	
GIS2255	ESRI	ArcGIS Server Enterprise Standard Network Extension Deployment License Additional Cores	\$2,040.00	
GIS2267	ESRI	ArcGIS Server Enterprise Advanced Interoperability Extension Deployment License (up to 4 cores)	\$8,160.00	
GIS2268	ESRI	ArcGIS Server Enterprise Advanced Interoperability Extension Deployment License Additional Cores	\$2,040.00	
GIS2271	ESRI	ArcGIS Server Enterprise Standard Interoperability Extension Deployment License (up to 4 cores)	\$8,160.00	
GIS2272	ESRI	ArcGIS Server Enterprise Standard Interoperability Extension Deployment License Additional Cores	\$2,040.00	
GIS2012	ESRI	ArcGIS Server Enterprise Advanced Schematics Extension Deployment License (up to 4 cores)	\$8,161.00	
GIS2013	ESRI	ArcGIS Server Enterprise Advanced Schematics Extension Deployment License Additional Core	\$2,040.00	
GIS2014	ESRI	ArcGIS Server Enterprise Advanced Image Extension Deployment License (up to 4 cores)	\$8,161.00	
GIS2015	ESRI	ArcGIS Server Enterprise Advanced Image Extension Deployment License Additional Core	\$2,040.00	
GIS2016	ESRI	ArcGIS Server Enterprise Standard Image Extension Deployment License (up to 4 cores)	\$8,161.00	
GIS2017	ESRI	ArcGIS Server Enterprise Standard Image Extension Deployment License Additional Core	\$2,040.00	
ArcGIS Server - Workgroup				
GIS1984	ESRI	ArcGIS Server Workgroup Standard Network Extension (Per licensed ArcGIS Workgroup Server)	\$4,080.00	
GIS1987	ESRI	ArcGIS Server Workgroup Advanced Data Interoperability Extension (Per licensed ArcGIS Workgroup Server)	\$4,080.00	
GIS1988	ESRI	ArcGIS Server Workgroup Standard Data Interoperability Extension (Per licensed ArcGIS Workgroup Server)	\$4,080.00	



GIS2018	ESRI	ArcGIS Server Workgroup Advanced Geostatistical Extension (per licensed ArcGIS Workgroup Server)	\$4,080.00	
GIS2020	ESRI	ArcGIS Server Workgroup Advanced Schematics Extension (per licensed ArcGIS Workgroup Server)	\$4,080.00	
GIS2245	ESRI	ArcGIS Server Workgroup Advanced (up to 2 cores)	\$8,160.00	
GIS2246	ESRI	ArcGIS Server Workgroup Standard (up to 2 cores)	\$4,080.00	
GIS2247	ESRI	ArcGIS Server Workgroup Advanced Deployment Additional Core (maximum 4 cores)	\$4,080.00	
GIS2248	ESRI	ArcGIS Server Workgroup Standard Deployment Additional Core (maximum 4 cores)	\$2,040.00	
GIS2282	ESRI	ArcGIS Server Workgroup Basic Deployment License (per server)	\$4,080.00	
GIS2022	ESRI	ArcGIS Server Workgroup Advanced Image Extension (per licensed ArcGIS Workgroup Server)	\$4,080.00	
GIS2024	ESRI	ArcGIS Server Workgroup Standard Image Extension (per licensed ArcGIS Workgroup Server)	\$4,080.00	
ArcIMS Extensions				
AI301	ESRI	ArcIMS Full Use Deployment License (up to 2 cores)	\$4,080.00	
AI302	ESRI	ArcIMS Full Use Deployment Additional Core License (maximum 4 cores per server)	\$2,040.00	
Mobile GIS				
ArcPad				
Solution Products				
APL002	ESRI	Defense Solution Concurrent Use License	\$8,665.00	
APL003	ESRI	Defense Solution Single Use License	\$8,665.00	
APL011	ESRI	Nautical Solution Concurrent Use License	\$8,665.00	
APL012	ESRI	Nautical Solution Single Use License	\$8,665.00	
APL013	ESRI	Aeronautical Solution Concurrent Use License	\$8,665.00	
APL014	ESRI	Aeronautical Solution Single Use License	\$8,665.00	
Business Technology				
ESRI Business Analyst Extension				
GIS1510	ESRI	ESRI Business Analyst Extension Concurrent Use-National Data Sets	\$15,093.00	



GIS1515	ESRI	ESRI Business Analyst Extension Single Use License-National Data Sets	\$15,093.00	
ESRI Business Analyst Server				
GIS1560	ESRI	ESRI Business Analyst Server Enterprise Advanced (with ArcGIS Server) License (up to 4 cores)	\$122,411.00	
GIS1561	ESRI	ESRI Business Analyst Server Enterprise Advanced Additional Core License	\$30,603.00	
GIS1565	ESRI	ESRI Business Analyst Server Workgroup Advanced (with ArcGIS Server) Per Server License (min. 2 cores, max. 4 cores)	\$61,206.00	
ArcLogistics				
LOG155	ESRI	ArcLogistics Single Use Software License	\$6,529.00	
LOG165	ESRI	ArcLogistics Single Use Street Data North American TeleAtlas	\$1,795.00	
LOG167	ESRI	ArcLogistics Single Use Street Data Europe TeleAtlas	\$1,795.00	
ArcLogistics Navigator				
ArcGIS Engine-Single Use				
GIS1620	ESRI	ArcGIS Engine Runtime Single Use License	\$408.00	
GIS1630	ESRI	ArcGIS Engine Runtime 3D Extension Single Use License	\$816.00	
GIS1631	ESRI	ArcGIS Engine Runtime Spatial Extension Single Use License	\$816.00	
GIS1632	ESRI	ArcGIS Engine Runtime Geodatabase Update Extension Single Use License	\$816.00	
GIS1634	ESRI	ArcGIS Engine Runtime Schematics Extension Single Use License	\$816.00	
GIS1637	ESRI	ArcGIS Engine Runtime Maplex Extension Single Use License	\$816.00	
GIS1635	ESRI	ArcGIS Engine Runtime Tracking Extension Single Use License	\$816.00	
GIS1636	ESRI	ArcGIS Engine Runtime Data Interoperability Extension Single Use License	\$816.00	
GIS1650	ESRI	ArcGIS Engine Runtime Network Extension Single Use License	\$816.00	
132-50 Training				
Instructor-Led				
ARC417	ESRI	Client Site Training Classes Per ESRI Instructor Per Day - 12 students maximum	\$3,851.00	
ARC317	ESRI	ESRI Site Training Classes Per Person Per Day-4 students minimum/12 maximum	\$449.00	
132-51 Professional Services				
Implementation Services				
ARC330-8	ESRI	Implementation Services – One Week	\$12,060.00	
ARC335-8	ESRI	Implementation Services - Four Weeks	\$45,786.00	
ARC340-8	ESRI	Implementation Services - Ten Weeks	\$95,405.00	





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The following revisions are applicable to the current and any future version of the cited licenses for all Licensees.

a. **E200 - General Terms and Conditions, ARTICLE 1-DEFINITION**

The definition of "Documentation" is revised to add "pertaining to software" after the word "materials"

b. **GSA REQUIRED LICENSE REVISIONS (SIN 132-32,132-33,132-34) FOR ADM 4800.2F APPENDIX A AND B LICENSEES.**

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e) Neither party will unreasonably settle a claim without the consent of the other party unless required by a court of competent jurisdiction.

2) E200 - General Terms and Conditions, ARTICLE 9-GENERAL PROVISIONS

Section 9.8 and 9.10(a) is amended to require that all disputes shall be settled in the Court of Federal Claims in Washington, DC

3) E200 - General Terms and Conditions, ARTICLE 9-GENERAL PROVISIONS

Section 9.9 is amended to delete the 4th sentence: "No other license terms or conditions shall apply unless expressly agreed in writing by Esri and Licensee" and the phrase in the last sentence, "or the local, state, or foreign equivalents".

c. If any of the Attachments contain blanks to identify the parties or blank signature blocks, they are not applicable and there shall be no requirement to separately identify Licensee by filling out the license so long as the order is placed under the terms of the Esri/GSA schedule and the order identifies the buying agency/Licensee.



GENERAL LICENSE TERMS AND CONDITIONS (E200) 04/19/2010)

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EXHIBIT 1 SCOPE OF USE (E300 03/29/2011)

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- ArcView (either 1 or 2 and 25, 33, 44, and 45)
- ArcGIS Desktop Extensions (7)
- ArcGIS Engine Developer Kit and Extensions (1, 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (either 1 or 2 and 15, 22, 25, 26, and 33)
- ArcGIS Explorer (20, 25, and 33)
- ArcGIS for AutoCAD (1,20, and 25)
- ArcGIS for iOS (1,25, and 33)
- ArcGIS Mobile Deployments (1, 15, 16, 25, 33, and 54)
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- Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
- > Cloud Bundle (6 and 33) " ArcGIS Server Extensions
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- ArcGIS Server Geoportal Extension (either 3, 4, or 5 and 7 and 52)
- ArcGIS Server Image Extension (7, 8, and 42)
- ArcGIS Server Image Extension Service Editor (1)
- Other Extensions (7)
- ArcGIS Web Mapping (including SharePoint, JavaScript, Adobe Flex, Microsoft Silverlight/WPF, SOAP, and REST) (6, 33, 35, and 53)
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 - Geoportal Clients for ArcGIS (7, 20, and 52)
 - MapIt(11,25, 31,33, 35, 49, and 50)
 - MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
 - MapObjects LT (1, 14, and 16)
 - MapObjects—Windows Edition (1, 14, 15, 16, and 18)
 - MOLE(1)
 - NetEngine Internet (5)
 - Tracking Server (either 4 or 5 and 31)
 - Web Services
 - ArcGIS Online Services (6, 25, 33, 34, and 35)
 - Business Analyst Online (6, 25, 33, 48, 56, 57, and 58)
 - Esri Redistricting Online (6, 25, 33, 34, and 35)
- Data
- Data with ArcGIS Data Appliance (6, 23, 25, and 41) Esri Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48) Esri Business Analyst (Canadian Edition) Data (either 1 or 2 and 6, 21, 25, 33, 36, 45, and 48)
- Esri Business Analyst Data (either 1 or 2 and 21, 25, 33, 45, and 48)
- Esri Business Analyst Server (Canadian Edition) Data (either 3, 4, or 5 and 21, 25, 33, 36, 45, and 48) Esri Business Analyst Server Data (either 3, 4, or 5 and 21, 25, 33, 45, and 48)
- Esri Data & Maps (either 1, 2, 3, 4, or 5 and 23 and 37)
- Esri Data (either 1, 2, or 5 and 25 and 48)
- Demographic, Consumer Spending, Market Potential, Retail Marketplace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime Sourcebook'America (1 and 21) StreetMap Premium (either 1, 2, 4, or 5 and 6 and 25) Tapestry Segmentation (either 1, 2, or 5 and 21 and 48)



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10. The ArcIMS license includes the right to deploy MapObjects—Windows Edition applications on the Internet or intranet. Licensee shall not develop client/server solutions with the ArcIMS—Java Archive (JAR) files without a license for the MapObjects—Java Edition developer kit.
11. Licensee may install and use the Software to provide services to multiple users on the same or other computer(s). The Software is licensed per server. The licensed server is the server on which Licensee installs the Spatial Data Service.
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13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.
14. Developers must include the following attribution with any deployed MapObjects application: "Portions of this computer program are owned by LizardTech, Inc., and are Copyright © 1995-2002 LizardTech, Inc., and/or the University of California. All rights reserved. US Patent No. 5,710,835."
15. Deployment licenses for desktop or Internet application(s) may be subject to payment of additional license fees.
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 - b. Sublicensee may not use any Esri Software, Data, Web Services, or Documentation, in whole or in part, separate from Licensee's executable application; and
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 - d. Applications may be subject to deployment fees owed to Esri. Licensee shall contact its Esri distributor for details.
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18. The deployment license is per application per computer.



19. MapObjects—Java Edition contains Java Archive files, which indicate they are authentic Esri-certificated files when used over the Internet. Licensee shall not use Esri certification or reference Esri as a source of trusted content in any modified MapObjects—Java Archive files. Licensee may deploy the unmodified Java class Esri-certified libraries as an integral part of the Licensee's application(s).
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21. Licensee shall not withhold any substantial right (e.g., extension of credit) from any individual based solely on the individual's place of residence, as profiled in the Tapestry Segmentation system.
22. (a) ArcGIS Engine Runtime licenses shall not be used for Internet and server development and deployment; (b) an end user must license either ArcGIS Engine Runtime Software or other ArcGIS Desktop Software (ArcView, ArcEditor, or ArcInfo) to obtain the right to run an ArcGIS Engine application on one (1) computer; and (c) the ArcGIS Engine Runtime extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one (1) computer for use only by that end user.
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26. An ArcSDE Personal Edition geodatabase is restricted to ten (10) gigabytes of Licensee data.
27. ArcGIS Server Web ADF Runtime Software may not be deployed independent of Licensee's ArcGIS Server Enterprise configuration.
28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS Server applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Server geodatabase. There are no limitations on the number of connections from web applications.
29. Software can only be used with SQL Server 2005/2008 Express.
30. Use is restricted to a maximum of ten (10) gigabytes of Licensee data.
31. Redundant Software installations) for failover operations is allowed but can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. No redundant Software installation is permitted.
33. Licensee's access to and use of Cloud Bundle, ArcGIS Online Services, Business Analyst Online, Business Analyst Online API, or Microsoft Bing Maps are conditioned upon Licensee's acceptance of the Esri website and Service Terms of Use Agreement and the terms and conditions specific to Cloud Bundle, ArcGIS Online Services, Business Analyst Online, Business Analyst Online API, or Microsoft Bing Maps found at <http://www.esri.com/legal/>.
34. Licensee's organization is limited to the number of specified credits, transactions, geography, or number of users as described in the online product description.
35. Licensed end users shall not share the client-side data cache derived from ArcGIS Online Services with other licensed end users or third parties.
36. Licensee's use of Esri Business Analyst (Canadian Edition) Data is subject to the Use of Data Restrictions specific to Esri Business Analyst (Canadian Edition) Data found at <http://www.esri.com/legal/>.
37. Data provided with StreetMap USA may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.



38. The ArcGIS Server 3D extension included with ArcGIS Server Standard (Workgroup or Enterprise) may only be used for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS Server 3D extension Software is permitted with ArcGIS Server Standard.
39. Any editing functionality included with ArcGIS Server is not permitted for use with ArcGIS Server Basic (Workgroup or Enterprise).
40. Geospatial Enterprise JavaBeans (EJB) provided with ArcGIS Server (Workgroup or Enterprise) is permitted for use only with ArcGIS Server Advanced.
41. Licensee may only use Data from a single state with the Single State version of ArcGIS Data Appliance. This restriction applies to a large-scale (i.e., scale levels below 1:100,000) street map, transportation layer, boundaries and places layer, and one (1)-meter or better resolution imagery included in the USA Collection. This restriction does not apply to the small-scale (i.e., scale levels above 1:100,000) maps provided in the World Collection, which are intended for display at global and regional scales.
42. Licensee has the right to one (1) desktop deployment of the ArcGIS Server Image extension Service Definition Editor for every four (4) cores of ArcGIS Server Image extension that are licensed.
43. Licensee may develop an unlimited number of applications on a single computer and deliver the applications to end users with or without the ArcGIS Engine Runtime Software.
44. For any operating system environment in which Licensee runs instances of the Concurrent Use License management software, Licensee may run up to the same number of passive failover instances of the Concurrent Use License management software in a separate operating system environment for temporary failover support.
45. Data licensed with Esri Business Analyst and Esri Business Analyst Server is restricted for use only in conjunction with the respective Business Analyst extension.
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49. Esri MapIt Silverlight Web or WPF applications may not be deployed independent of Licensee's MapIt deployment configuration.
50. Licensee has the right to one (1) desktop deployment of Spatial Data Assistant for each Esri MapIt server license.
51. Esri Business Analyst Server Developer and Data may only be installed on one (1) server per license solely for the purposes of research, development, testing, and demonstration of a prototype application.
52. Source code is the intellectual property of Esri. Licensee shall treat any source code file identified as "Software" in a README file or at <http://www.esri.com/legal/> as a trade secret for Licensee's own internal use only and not for further redistribution or access by unlicensed third parties. Licensee shall not modify the Software, Documentation, Data, or source code to incorporate, embed, link, or otherwise include any code, libraries, or data licensed or distributed under an open source licensing or distribution models similar to Free Software Foundation's GNU General Public License (GPL) or GPL-compliant licenses, including, without limitation, the Artistic License (e.g., Perl), the Mozilla Public License, the Netscape Public License, and the Sun Community or Industry Standards License, that could require a user to make its proprietary source code available to a requesting third party.
53. Deployment license options are as follows:
- a. A license for web applications is per the principal registered unique domain identifier. Domain is the Internet domain name registered with a domain name registrar. For example, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier.
- b. A license for desktop applications or SharePoint is per organization. For the purposes of this license, organization is equivalent to a principal registered unique domain identifier (as described above). For example, desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.



54. ArcGIS Mobile is licensed for use with ArcGIS Server Advanced (Enterprise or Workgroup) and ArcGIS Desktop (ArcInfo, ArcEditor, ArcView, and ArcGIS Engine applications).
55. Licensee may develop software or web applications that use the Business Analyst Online API to access, query, create, display, and redistribute Reports and resulting static, electronic maps to end user(s) of Licensee's software or web applications. End user(s) of Licensee's software or web applications may use the Reports and maps for internal purposes only and not for further redistribution. "Report" means any formatted output created by the Business Analyst Online API, which includes PDF, CSV, Excel, HTML, and XML formats. Licensee shall not redistribute any Data in vector formats.
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TRAINING TERMS AND CONDITIONS

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Training Agreement ("Agreement") is between you (hereinafter "Client") and Environmental Systems Research Institute, Inc. ("Esri"). Client acknowledges that Client has read and understood this Agreement and agrees to be bound by the terms and conditions hereof.

RECITALS

Client wishes to arrange for certain training in the use of GIS software. Esri is willing to conduct training courses and provide related services regarding the use of GIS software pursuant to the terms and conditions contained herein. The parties therefore agree as follows:

ARTICLE 1—TRAINING DESCRIPTION

Esri offers a set of instructor-led training and client coaching services related to the use of its proprietary GIS software. Instructor-led training events occur at a client's site, at an Esri Learning Center, or via the web in a cloud environment. The Esri software training courses offered, their location, the dates during which the courses are to be conducted, the number of participants, the prices to be paid, and registration requirements are set forth in the Esri Training catalog located on Esri's Training website (<http://training.esri.com>). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training website. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations. Client coaching services may be provided immediately before or immediately following an Esri training course to familiarize the Student with the software or to review and practice course concepts with an instructor's guidance.



ARTICLE 2—ESRI'S RESPONSIBILITIES

- Esri will provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants (hereinafter "Student(s)") on the scheduled dates. Esri will provide each Student with a course manual, where applicable.
- " Esri will confirm Learning Center training event scheduled dates approximately ten (10) business days prior to the training event start date.
- Esri will confirm Client Site scheduled dates upon receipt of the completed Client Site Training Request Form and intended payment method.

ARTICLE 3—CLIENT'S RESPONSIBILITIES

- Client must ensure the protection of Esri's copyrights. Client shall neither copy or distribute nor permit a third party to copy or distribute any of Esri's training material(s).
- Client is not authorized to resell seat(s) to an Esri training event, unless explicitly authorized in writing by Esri.
- Client must ensure that all Students have received confirmation from Esri to participate in an Esri training event. Unregistered Students are not permitted to view or participate in an Online Classroom training event. Esri reserves the right to disconnect any Students who permit access to unregistered Students.
- Client must confirm that all registered Students meet the minimum prerequisites for the applicable training event set forth on Esri's Training website.
- Client must submit registrations with a confirmed payment commitment at least seven (7) business days before the training event start date. If Client submits a registration without a confirmed payment, Esri will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
- US government export control laws and regulations prohibit US persons from engaging in transactions with certain denied persons found on various US Government Denied Persons lists (e.g., US Department of the Treasury's Specially Designated Nationals List, US Commerce Department's Denied Persons/Entity List, etc.). To meet these export requirements, Client must submit to the Esri Training Event Assistant a list of the names of Students that are to attend any training event. Client must submit the list of Student names to Esri at least three (3) business days before the training

event start date. Any Student that is found on any of the various US Government Denied Persons lists will not be permitted to attend training.

- Client is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's participation due to US government export regulation requirements, course scheduling changes, or cancellations.
- Client must provide written notice to Esri's Customer Service department at service@esri.com of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of these change(s) prior to the training event start date.
- Client must complete and submit an Esri Client Site Training Request Form as well as ensure that it adheres to the course, facility, equipment, and Internet bandwidth and connectivity requirements for Esri Training as found at <http://training.esri.com/gatewav/index.cfm?fa=trainingOptions.iJatewav>.
- Students may not use audio and/or video recording equipment within the classroom without prior written approval from Esri. Esri reserves the right to record a classroom training event for future rebroadcast.
- If the Esri Mobile Lab equipment is utilized at Client's domestic site, then the following terms will apply:



- Upon receipt, Client must immediately report any damage to the Mobile Lab equipment to the Training Event Assistant.
- Client must keep the Mobile Lab equipment in a secure, locked area between training event sessions.
- Client must ensure that only registered Students use the Mobile Lab equipment.
- Client is responsible for any and all loss of, damage to, or theft of the Mobile Lab equipment while in Client's possession.
- Client warrants that it maintains sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law.
- The Esri instructor will check all Mobile Lab equipment following the completion of training. Any damage to the Mobile Lab equipment due to Student use, excluding normal wear and tear, will be brought to the attention of Client by written notice. Client hereby agrees to be financially responsible for any repair or replacement of equipment resulting from such damage.
- Client shall make the Mobile Lab equipment available for freight pickup immediately on conclusion of the Esri course(s).

ARTICLE 4—INSURANCE AND INDEMNIFICATION

4.1 Insurance. Esri carries, at a minimum, the following coverage:

a. Comprehensive general liability or commercial general liability with minimum coverage of one million dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, including death, and property damage liability, to include the following:

1. Premises and operations
2. Blanket contractual liability
3. Broad form property damage
4. Independent contractors
5. Personal injury, with employee exclusion deleted
6. Completed operations

b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

4.2 Indemnification. Esri will indemnify and hold harmless Client and each of its directors and officers (collectively the

"Indemnified Parties") from and against any and all damages, losses, liabilities, claims, judgments, and settlements, including

all reasonable costs, expenses, and attorneys fees, arising out of any action or claim for bodily injury, death, or property damage brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents while engaged in or as a result of the training or coaching

services provided by Esri pursuant to this Agreement while on Client's site.

ARTICLE 5—UNIQUE CLIENT COACHING PRIVACY TERMS

In the event Client coaching services are to be ordered, the following terms shall apply:



Client shall not provide to Esri or disclose to the instructor any personally identified information ("PH") (e.g., GLBA, HIPAA, CII from the US Department of Homeland Security), classified, and so forth, data for use in the coaching session. Notwithstanding anything in this Agreement to the contrary, Esri retains the right to refuse acceptance of any nonpublic personal information ("NPI") or Customer Information regardless of the form of disclosure. Esri will only accept receipt of information from Client that comports with the exceptions set forth in Subsections 4(B) and 4(C)(ii) of Section 509 of the Gramm-Leach-Bliley Act (P.L. 106-102) (15 U.S.C. Section 6809) and implementing regulations thereof.

ARTICLE 6—SOFTWARE LICENSES

The terms of the Esri license agreement are applicable to all Students and cover all of Esri's software, data, and documentation licensed for use in any training course to be conducted. Esri may issue temporary software licenses for Client Site Training where there are an insufficient number of software licenses available at the Client's training facility. Upon conclusion of the training course or event, the Client must uninstall the temporary software licenses and return to Esri any media provided.

ARTICLE 7—CANCELLATION AND RESCHEDULING POLICY

7.1 Individual Student Seats

- When a Student's place in a training event is filled by another person from the same organization, a Student substitution is allowed at no cost provided Esri's Customer Service department is notified three (3) business days in advance of the training event start date. Should a Student substitution occur without three (3) business days' notification, a transfer fee may be assessed.
- A Student may transfer from one (1) scheduled Esri Learning Center training event to another one (1) time at no additional charge provided Esri's Customer Service department is notified three (3) business days in advance of the training event start date. Subsequent transfers or transfers that occur without three (3) business days' notification may incur a transfer fee.
- Students may cancel their enrollment in a training event provided Esri's Customer Service department is notified three (3) business days in advance. If three (3) business days' notification is not provided, Students may be charged the full class fee.

7.2 Client Site/Private Class/Coaching Services (Training Event)

- When a Student's place in a training event is filled by another person from the same organization, a Student substitution is allowed at no cost provided Esri's Customer Service department is notified three (3) business days in advance of the training event start date. Should a Student substitution occur without notification three (3) business days in advance, a transfer fee may be assessed.
- A training event may be rescheduled by the client, provided Esri's Customer Service department is notified three (3) business days in advance of the training event start date. If appropriate notice of reschedule is provided, Client is responsible for Esri's reasonable travel expenses and shipping costs incurred.
- A training event may be canceled by the client provided Esri's Customer Service department is notified three (3) business days in advance of the training event start date. If appropriate notice of cancellation is provided, Client is responsible for any reasonable travel expenses and shipping costs. If a training event is canceled without appropriate notice, client is responsible for the full training event fee.



7.3 If cancellation of a training event is necessary due to Force Majeure as described in Article 11 below, the affected party is released in full from the three (3)-business day notification. The affected party will either reschedule the training or cancel the order without that affected party incurring any liability.

7.4 If Esri is unable to conduct the training on the scheduled date, Esri will notify Client at least three (3) business days before the scheduled date.

ARTICLE 8—PAYMENT

Accepted payment methods are found at <http://training.esri.com/gateway/index.cfm?fa=catalog.paymentdetails>.

If payment is made in the form of a purchase order, Esri shall invoice Client upon completion of each training course or immediately upon receipt of purchase order, as mutually agreed upon with the Client. Client shall make payment no later than thirty (30) days after receipt of invoice.

If Client is invoiced and pays that invoice prior to the scheduled training event, then Client has one (1) calendar year (twelve [12] consecutive months) from the date of the invoice to consume the training days. For a multiyear order, the training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.

ARTICLE 9—CONFIDENTIAL INFORMATION

Except as provided in Article 5, Unique Client Coaching Privacy Terms, Esri or Client may disclose to the other party certain confidential information under this Agreement. The disclosing party shall identify the information as confidential information at the time of disclosure. Each party shall use the confidential information described above only for exchanging information needed to provide the training contemplated by this Agreement. Within fourteen (14) days of completion of the training, each party shall return or destroy and provide written notification of destruction of the confidential information of the other party.

ARTICLE 10—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Agreement, Esri and/or its licensors own and retain all right, title, and interest in software, data, documentation, and training materials.

ARTICLE 11—FORCE MAJEURE

If the performance of any obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, threat of or actual terrorist act, cyberattack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention, interference, or restriction.

ARTICLE 12—WARRANTY

Esri will provide training in a manner consistent with the technical and professional standards of the industry.

12.1 Disclaimer of Warranties. WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN THIS ARTICLE, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, AND NONINFRINGEMENT, AS WELL AS ANY WARRANTIES THAT THE DELIVERABLES ARE ERROR FREE.



ARTICLE 13—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

EXCEPT FOR INDEMNITY ASSOCIATED WITH CLIENT SITE TRAINING, IN NO EVENT SHALL ESRI BE LIABLE TO CLIENT FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR TRAINING; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY THE CLIENT FOR THE PORTION OF THE TRAINING UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 14—EXPORT CONTROL REGULATIONS

Esri technology is subject to US export control laws and regulations. Esri software, data, documentation, training materials, and any underlying information or technology may not be exported, reexported, or transferred in whole or in part to (i) any US embargoed or sanctioned country (including to a national or resident of a US embargoed or sanctioned country, currently including Cuba, Iran, North Korea, Sudan, and Syria); (ii) any person on the US Department of the Treasury's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity where such export or reexport violates any US export control law or regulation.

ARTICLE 15—TAXES

Training provided is quoted exclusive of all state, local, value-added, or other taxes; customs; or duties or other charges (other than income taxes payable by Esri). In the event such taxes or charges become applicable to Esri's training or deliverables, Client shall pay any such applicable tax upon receipt of written notice that such taxes or charges are due.

ARTICLE 16—UCC INAPPLICABILITY

Training provided under this Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.

ARTICLE 17—GOVERNING LAW

This Agreement is governed by and construed in accordance with the laws of the state in which training is being held or, in the case of training provided over the Internet, the laws of the State of California, without reference to its conflict of laws principles.

ARTICLE 18—ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements (including any attached purchase order terms and conditions) between the parties relating to such subject matter. The undersigned hereby acknowledges and represents that he/she has read and understands this Agreement and has the authority to bind his/her organization to these terms and conditions. An executed Agreement shall constitute a duplicate if it is transmitted through electronic means, such as fax or e-mail, and reflects the signing of the document by Client. Duplicates are valid and binding even if an original paper document bearing Client's original signature is not delivered.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

(Client)

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (Esri)

By:

By:

Authorized Signature

Authorized Signature

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:



Geographic Information Services, Inc. Products/Services

GSA Services Pricing (CONUS)				
SIN 132-51 Information Technology Professional Services				
Job Function		Staff 2011	Senior 2011	Consultant 2011
Experience				
J012, J013	Administrative Support	\$30.00	\$36.00	
J235, J236	Field Technician	\$36.00	\$48.00	
J172, J173	Documentation Specialist	\$46.40	\$56.00	
J152, J153	Project Coordinator	\$62.00	\$72.00	
J162, J163	Database Analyst	\$76.00	\$88.00	
J212, J213	Quality Assurance Analyst	\$80.00	\$100.00	
J082, J083	Help Desk Specialist	\$76.00	\$92.00	
J232, J233	Systems Analyst	\$84.00	\$96.00	
J042, J043	Database Engineer	\$92.00	\$120.00	
J122, J123	Software Engineer	\$88.00	\$116.00	
J142, J143	Systems Engineer	\$92.00	\$120.00	
J052, J053	GIS Analyst	\$72.00	\$108.00	
J062, J063	GIS Programmer	\$96.00	\$124.00	
J072, J073, J074	GIS Project Manager	\$116.00	\$136.00	\$164.00
J191, J192	Technical Architect	\$140.00	\$152.00	
J093, J094	Management Consultant		\$132.00	\$164.00
J234	Subject Matter Expert		\$200.00	\$220.00



Geographic Information Services, Inc.	
Labor Descriptions	
Cat-ID	Description
J012	<p>Administrative Support (Staff)</p> <p>Qualifications: High School diploma or equivalent, with 3 to 4 years of experience, demonstrated ability in Administrative Support functions.</p> <p>Duties: Directly supports all other functional areas by maintaining files, preparing correspondence, arranging travel and performing other general administrative tasks.</p>
J013	<p>Administrative Support (Senior)</p> <p>Qualifications: High School diploma or equivalent, with 5 to 6 years of experience, demonstrated expertise in Administrative Support functions.</p> <p>Duties: Directly supports all other functional areas by assisting in the preparation of presentation graphics, maintaining files, preparing correspondence, arranging travel and performing other general administrative tasks. Demonstrated ability to work independently.</p>
J042	<p>Database Engineer (Staff)</p> <p>Qualifications: Associates degree (two year), with 3 to 7 years of experience (four years of direct experience may be substituted for an Associate Degree) or Bachelors Degree (four year) in computer science, engineering, business, geography, GIS, planning or other related field. Must have demonstrated an ability in Database Engineering.</p> <p>Duties: Provides technical expertise in the use of GIS data base management systems. Evaluates and recommends data base products to support user requirements and defines file organization, indexing methods, and security measures.</p>
J043	<p>Database Engineer (Senior):</p> <p>Qualifications: Bachelors Degree (four year) in computer science, engineering, geography, GIS, planning, business or other related field, with 3 to 7 years of experience, or a Masters Degree with 1 to 5 years of experience, or an Associates Degree with 7 to 9 years of experience. Must have demonstrated an expertise in Database Engineering.</p> <p>Duties: Provides highly technical expertise in the use of GIS data base management systems. Validates user requirements and evaluates and recommends data base products to support user requirements and defines file organization, indexing methods, and security measures. Makes recommendations for tuning the data base for maximum efficiency.</p>



J052	<p>GIS Analyst (Staff):</p> <p>Qualifications: Associates degree (two year), with 3 to 7 years of experience (four years of direct experience may be substituted for an Associate Degree) or Bachelors Degree (four year) in computer science, engineering, business, geography, GIS, planning or other related field. Must have demonstrated an ability in GIS analysis.</p> <p>Duties: Provides technical expertise in the use of GIS,CAD and automated mapping systems. Includes the development of GIS database, providing spatial analysis, and documentation and testing of GIS applications. Reports to GIS Project Manager.</p>
J053	<p>GIS Analyst (Senior):</p> <p>Qualifications: Bachelors Degree (four year) in computer science, engineering, geography, GIS, planning, business or other related field, with 3 to 7 years of experience, or a Masters Degree with 1 to 5 years of experience, or an Associates Degree with 7 to 9 years of experience. Must have demonstrated an expertise in GIS analysis.</p> <p>Duties: Provides technical expertise in the use of GIS, CAD and automated mapping systems. Includes the design of GIS processes and methods, development of GIS database, providing spatial analysis, and documentation and testing of GIS applications. Can provide oversight of Staff GIS Analysts. Reports to GIS Project Manager.</p>
J062	<p>GIS Programmer (Staff)</p> <p>Qualifications: Associates degree (two year), with 3 to 7 years of experience (four years of direct experience may be substituted for an Associate Degree) or Bachelors Degree (four year) in computer science, engineering, business, geography, GIS, planning or other related field. Must have demonstrated an ability in GIS programming.</p> <p>Duties: Application development/computer programming of GIS capabilities and integration of GIS applications with other systems. Reports directly to Sr. GIS Programmer or Project Manager.</p>
J063	<p>GIS Programmer (Senior)</p> <p>Qualifications: Bachelors Degree (four year) in computer science, engineering, geography, GIS, planning, business or other related field, with 3 to 7 years of experience, or a Masters Degree with 1 to 5 years of experience, or an Associates Degree with 7 to 9 years of experience. Must have demonstrated an expertise in GIS programming.</p> <p>Duties: Application development/computer programming of GIS capabilities and integration of GIS applications with other systems. Participates in the system design and architecture for new applications. May act as direct technical supervisor to Staff GIS Programmers. Reports directly to Project Manager.</p>



J072	GIS Project Manager (Staff) Qualifications Associates degree (two year), with 3 to 7 years of experience (four years of direct experience may be substituted for an Associate Degree) or Bachelors Degree (four year) in computer science, engineering, business, geography, GIS, planning or other related field. Must have demonstrated an ability in GIS Project Management. Duties: Serves as the Project Manager for GIS tasks and assists the Management Consultant in the overall management of the specific task. Insures that the technical solutions and schedules are implemented in a timely and effective manner. Performs integration planning and interfaces to other functional systems.
J073	GIS Project Manager (Senior) Qualifications: Bachelors Degree (four year) in computer science, engineering, geography, GIS, planning, business or other related field, with 3 to 7 years of experience, or a Masters Degree with 1 to 5 years of experience, or an Associates Degree with 7 to 9 years of experience. Must have demonstrated an expertise in GIS Project Management. Duties: Serves as the Project Manager for large or complex GIS tasks and assists the Management Consultant in the overall management of the specific task. Insures that the technical solutions and schedules are implemented in a timely and effective manner. Performs enterprise wide integration planning and interfaces to other functional systems.
J074	GIS Project Manager (Consultant) Qualifications: Masters Degree, Phd or recognized expert in the field, with demonstrated expertise and ability to diagnose and define problems and recommend options in GIS Project Management. Duties: Serves as the Project Manager or Program Manager for large and complex GIS tasks and works closely with the Management Consultant in the overall management of the specific task. Insures that the technical solutions and schedules are implemented in a timely and effective manner. Performs enterprise wide integration planning and interfaces to other funtional systems. Directs the work of other project team members.



J082	<p>Help Desk Specialist (Staff)</p> <p>Qualifications: Associates degree (two year), with 3 to 7 years of experience (four years of direct experience may be substituted for an Associate Degree) or Bachelors Degree (four year) in computer science, engineering, business, geography, GIS, planning or other related field. Must have demonstrated an ability in Help Desk operations.</p> <p>Duties: Communicate with customers and users about the basic operation and functionality of the company's software products. Gets the correct people involved in order to solve problems. Excellent inter-personal and communication skills are used in all responses. Communicates with the internal staff on behalf of customers.</p>
J083	<p>Help Desk Specialist (Senior)</p> <p>Qualifications: Bachelors Degree (four year) in computer science, engineering, geography, GIS, planning, business or other related field, with 3 to 7 years of experience, or a Masters Degree with 1 to 5 years of experience, or an Associates Degree with 7 to 9 years of experience. Must have demonstrated an expertise in Help Desk Operations.</p> <p>Duties: Communicate with customers and users about the basic operation and functionality of the company's software products. Solves problems. Excellent inter-personal and communication skills are used in all responses. Communicates with the internal staff on behalf of customers.</p>
J093	<p>Management Consultant (Senior)</p> <p>Qualifications: Bachelors degree (four year) in computer science, engineering, business, geography, GIS, planning, environmental science, operations research or other related field, with 5 to 7 years of experience or equivalent (eight years of additional experience may be substituted for a Bachelors degree), or Masters Degree with 3 to 5 years of experience, or a PHD with 2 or more years of experience, demonstrated expertise in Management Consulting.</p> <p>Duties: Skilled in providing a wide range of consulting services to management including, but not limited to, business practices, strategy, planning and technical consulting services. Excellent communicator.</p>



J094	<p>Management Consultant (Consultant)</p> <p>Qualifications: Bachelors degree (four year) in computer science, engineering, business, geography, GIS, planning, environmental science, operations research or other related field, with 8 to 10 years of experience, or Masters Degree with 5 or more years of experience, or a PHD with 4 or more years of experience, demonstrated expertise in Management Consulting.</p> <p>Duties: Highly skilled in providing a wide range of consulting services to management including, but not limited to, business practices, program management, technical management, strategy assessment, planning and technical consulting services. Directs all other team members in a project engagement. Excellent communicator. Primary point of contact with ultimate decision makers.</p>
J122	<p>Software Engineer (Staff)</p> <p>Qualifications: Associates degree (two year), with 3 to 7 years of experience (four years of direct experience may be substituted for an Associate Degree) or Bachelors Degree (four year) in computer science, engineering, business, geography, GIS, planning or other related field. Must have demonstrated an ability in Software Engineering.</p> <p>Duties: Under general supervision, performs most of the software lifecycle development tasks, including analyzing the engineering, or business problem and developing a well thought-out, defined solution. Formulates objectives for development and prepares specifications. Must be able to work under general direction.</p>
J123	<p>Software Engineer (Senior)</p> <p>Qualifications: Bachelors Degree (four year) in computer science, engineering, geography, GIS, planning, business or other related field, with 3 to 7 years of experience, or a Masters Degree with 1 to 5 years of experience, or an Associates Degree with 7 to 9 years of experience. Must have demonstrated an expertise in Software Engineering including systems design and development practices.</p> <p>Duties: Performs all of the lifecycle development tasks. Must analyze the engineering, or business problem and develop a well defined solution. Takes the lead in developing requirements, designing the solution, developing the code, testing and documenting. May be called upon to provide to provide direction and guidance to other team members and must be able to work independently.</p>



J142	<p>Systems Engineer (Staff)</p> <p>Qualifications: Associates degree (two year), with 3 to 7 years of experience (four years of direct experience may be substituted for an Associate Degree) or Bachelors Degree (four year) in computer science, engineering, business, geography, GIS, planning or other related field. Must have demonstrated an ability in Systems Engineering.</p> <p>Duties: Establishes system information requirements and designs architecture to include software, hardware and communications to support the total requirements and interfaces. Ensures compatibility and compliance with standards. Evaluates, analytically and systemically, problems of workflow, organization and planning.</p>
J143	<p>Systems Engineer (Senior)</p> <p>Qualifications: Bachelors Degree (four year) in computer science, engineering, geography, GIS, planning, business or other related field, with 3 to 7 years of experience, or a Masters Degree with 1 to 5 years of experience, or an Associates Degree with 7 to 9 years of experience. Must have demonstrated an expertise in Systems Engineering.</p> <p>Duties: Establishes system information requirements and designs architecture to include software, hardware and communications to support the total requirements and interfaces. Analyzes enterprise-wide and large scale information systems. Ensures compatibility and compliance with standards. Evaluates, analytically and systemically, problems of workflow, organization and planning. Provides supervision and direction to others.</p>
J152	<p>Project Coordinator (Staff) Bachelors degree (four year) in computer science, engineering, business or other related field, with 2 to 5 years of experience or equivalent (eight years of additional experience may be substituted for a Bachelors degree), demonstrated ability in Project Controls.</p>
J153	<p>Project Coordinator (Senior) Bachelors degree (four year) in computer science, engineering, business or other related field, with 5 to 10 years of experience or equivalent (eight years of additional experience may be substituted for a Bachelors degree), demonstrated expertise in Project Controls.</p> <p>Project Control Specialist (Consultant): No Description, demonstrated expertise and ability to define problems and recommend options in Project Controls.</p>



J162	Database Analyst (Staff) Qualifications: Associates degree (two year), with 3 to 7 years of experience or equivalent (four years of additional experience may be substituted for a Associate degree), Bachelors degree (four year) in computer science, engineering, business, GIS, geography, planning or other related field, demonstrated ability in Database Analysis. Duties: Performs database analysis, design and construction activities on GIS and relational databases, including relationship analysis, database performance analysis, and table, field, and relationship design. Reports directly to Sr. Database Analyst or Project Manager.
J163	Database Analyst (Senior) Qualifications: Bachelors degree (four year) in computer science, engineering, business, geography, GIS, planning or other related field, with 3 to 7 years of experience, or an Associates Degree with 7 to 9 years experience, or a Masters Degree with 1 to 5 years of experience or equivalent (eleven years of additional experience may be substituted for a Bachelors degree), demonstrated expertise in Database Analysis. Duties: Establishes database standards programmatically and on a project by project basis. Enforces database standards. Performs database analysis and design activities on GIS and relational databases, including relationship analysis, database performance analysis, and table, field, and relationship design. Oversees Jr. Database Analyst. Reports directly to Project Manager.
J172	Documentation Specialist (Staff) Qualifications: Associates degree (two year), with 3 to 4 years of experience or equivalent (four years of additional experience may be substituted for a Associate degree), Bachelors degree (four year) in computer science, engineering, business or other related field, demonstrated ability in technical document development. Duties: Develops documentation in the form of application user guides, training material, internal procedures using word processing or html documentation tools. Reports directly to Sr. Documentation specialist or Project Manager.
J173	Documentation Specialist (Senior) Qualifications: Bachelors degree (four year) in computer science, engineering, business or other related field, with 3 to 7 years of experience or equivalent (eight years of additional experience may be substituted for a Bachelors degree), demonstrated expertise in technical document development. Duties: Designs and defines internal and externally distributed documents. Develops documentation in the form of application user guides, training material, internal procedures using word processing or html documentation tools. Oversees Jr. Documentation specialist or Project Manager.



J191	Technical Architect (Staff) Bachelors degree (four year) in GIS, computer science, engineering, business or other related field, with 2 to 4 years of experience or equivalent (eight years of additional experience may be substituted for a Bachelors degree), demonstrated ability in GIS Project Management and ability to architect technical solutions for business problems in and manage GIS projects.
J192	Technical Architect (Senior) Bachelors degree (four year) in GIS, computer science, engineering, business or other related field, with 4 to 8 years of experience or equivalent (eight years of additional experience may be substituted for a Bachelors degree demonstrated expertise in GIS Project Management and ability to architect technical solutions for business problems in and manage GIS projects.
J193	Technical Architect (Consultant) Bachelors degree (four year) in GIS, computer science, engineering, business or other related field, with 8 to 15 years of experience or equivalent (eight years of additional experience may be substituted for a Bachelors degree, graduate degree may be substituted for 5 years experience), demonstrated ability in GIS Project Management and ability to architect technical solutions for business problems in and manage GIS projects.
J212	Quality Assurance Analyst (Staff) Qualifications: Qualifications: Associates degree (two year), with 3 to 7 years of experience (four years of direct experience may be substituted for an Associate Degree) or Bachelors Degree (four year) in computer science, engineering, business, geography, GIS, planning or other related field. Must have demonstrated an ability in Quality Assurance processes. Duties: Perform QA/QC procedures on database entry and application testing. Contribute to the development of Quality Assurance Project Plans. Report directly to Sr. QA/QC Analyst or Project Manager.
J213	Quality Assurance Analyst (Senior) Qualifications: Bachelors Degree (four year) in computer science, engineering, geography, GIS, planning, business or other related field, with 3 to 7 years of experience, or a Masters Degree with 1 to 5 years of experience, or an Associates Degree with 7 to 9 years of experience. Must have demonstrated an expertise in Quality Assurance processes. Duties: Develop and perform QA/QC procedures on database entry and application testing, including defining QA/QC requirements and developing test plans. Responsible for developing Quality Assurance Project Plans. Directs activities of QA/QC Staff and reports directly to Project Manager.



J232	Systems Analyst (Staff) Qualifications: Qualifications: Associates degree (two year), with 3 to 7 years of experience (four years of direct experience may be substituted for an Associate Degree) or Bachelors Degree (four year) in computer science, engineering, business, geography, GIS, planning or other related field. Must have demonstrated an ability in Systems Analysis. Duties: Analyze user needs to determine functional and cross-functional requirements by performing routine analysis and system design. Prepares basic functional process charts. Formulates user requirements and develops solutions using generally accepted software engineering techniques.
J233	Systems Analyst (Senior) Qualifications: Bachelors Degree (four year) in computer science, engineering, geography, GIS, planning, business or other related field, with 3 to 7 years of experience, or a Masters Degree with 1 to 5 years of experience, or an Associates Degree with 7 to 9 years of experience. Must have demonstrated an expertise in Systems Analysis. Duties: Analyze user needs to determine functional and cross-functional requirements by performing system analysis and design in complex or large systems. Provides analytical conceptualization of the system and implements complex, multiple inter-linked systems. Prepares functional process charts. Formulates user requirements and develops solutions. Identifies the resources required for each task. Works independently or with under only general direction.
J234	Subject Matter Expert Qualifications: Bachelors degree (four year) in computer science, engineering, business or another related field, with 10 or more years of experience or equivalent, demonstrated expertise and ability to define problems and recommend options in Enterprise solutions. Master Degree may substitute for 2 years experience and a Phd. Degree may substitute for 4 years experience. Duties: Highly skilled in providing specialized consulting services to management including, but not limited to, GIS technical direction, GIS visioning, business practices, program management, strategy assessment, planning and technical consulting services. Excellent communicator. Subject matter specialist. Primary point of contact with ultimate decision makers.



J235	Field Technician (Staff) Qualifications: High School diploma or equivalent, with up to 3 to 4 years of experience or equivalent, demonstrated ability in Field data collection activities, specifically related to use of GPS equipment and GIS data collection equipment. Duties: Responsible for locational and attribute data collection for physical features to be incorporated into GIS or related databases. Also responsible for preliminary data quality evaluation. Maintains GPS receivers and other related field equipment. Reports to Senior Field Technician or Project Manager.
J236	Field Technician (Senior) Qualifications: Associate Degree to Bachelors degree with up to 3 to 4 years of experience or equivalent, demonstrated ability in Field data collection activities, specifically related to use of GPS equipment and GIS data collection equipment. Capable of directing field crews and evaluating data quality and generating progress reports. Duties: Responsible for planning and implementing field data collection activities for spatially related data. Responsible for locational and attribute data collection for physical features to be incorporated into GIS or related databases. Also responsible for preliminary data quality evaluation. Maintains GPS receivers and other related field equipment. Directly oversees Staff Field Technicians and reports to Project Manager.



Juniper Systems Inc. Products/Services

Part #	MFG.	Description	GSA Price
		Juniper Systems Inc. - Suite of Products & Services	
		132-8 Purchase of New Equipment	
Allegro MX		Hardware & Accessories	
Allegro AMX-1	Juniper	Allegro MX 128MB/1GB	\$ 2,253.38
Allegro AMX-2	Juniper	Allegro MX 128MB/1GB with Bluetooth®	\$ 2,511.89
Allegro AMX-3	Juniper	Allegro MX 128MB/2GB with Bluetooth	\$ 2,511.89
Allegro AMX-4	Juniper	Allegro MX 128MB/2GB with Bluetooth and US Wi-Fi 802.11 b/g	\$ 2,770.41
Allegro AMX-5	Juniper	Allegro MX 128MB/2GB with Bluetooth and Inteni Wi-Fi 802.11 b/g	\$ 2,770.41
19809	Juniper	USB/Power Dock (gray)	\$ 129.66
12517	Juniper	Cigarette Lighter Power Adapter	\$ 22.67
12447	Juniper	External NiMH Battery Charger	\$ 90.67
12449	Juniper	Alkaline Battery Holder	\$ 58.94
14521	Juniper	1GB Compact Flash Card (requires part 12683 CF Card Adapter)	\$ 81.61
12683	Juniper	Compact Flash Card Adapter	\$ 31.74
19813	Juniper	Bar Code Scanner Expansion Pod. Must be installed at time of MX order.	\$ 797.93
19816	Juniper	Expansion Pod. Must be installed at time of MX order.	\$ 612.05
20143	Juniper	Data Acquisition Pod. Must be installed at time of MX order.	\$ 430.70
12996	Juniper	Antenna Bracket	\$ 81.61
12999	Juniper	Antenna Cap (pkg of 3)	\$ 40.80
13032	Juniper	Antenna with 5m Cable	\$ 149.61
13300	Juniper	Holux Receiver	\$ 285.62
12832	Juniper	Field Carrying Case	\$ 104.28
14659	Juniper	Pelican Hard Case	\$ 344.56
13055	Juniper	Pogo Pin Replacement	\$ 33.55



20275	Juniper	USB Communication Cable	\$ 22.67
12435	Juniper	Hand Strap	\$ 22.67
12533	Juniper	Shoulder Strap	\$ 13.60
12867	Juniper	Holster Case	\$ 58.94
19820	Juniper	Connector Protector Replacement	\$ 19.95
20012	Juniper	Owner's Manual Language Install and Utility CD-ROM Replacement	\$ 31.74
19796	Juniper	PC Card Door	\$ 27.20
12637	Juniper	Pen-Style Stylus	\$ 14.51
12687	Juniper	On-Board Stylus Pack (5 Styli)	\$ 22.67
12688	Juniper	Allegro Cradle	\$ 90.67
13100	Juniper	USB Cable A/B, 6 feet	\$ 22.67
19564	Juniper	Premium Screen Protectors, Monochrome Display (quantity of 2)	\$ 26.30
19565	Juniper	Premium Screen Protectors, Color Display (quantity of 2)	\$ 26.30
Subscription Services			
132-33 Perpetual Software License			
20380	Juniper	Land Mark Mobile Software	\$ 190.42
22460	Juniper	Everglade Mobile Wetland Delineation Software	\$ 462.44
Extended Warranty Options			
132-12 Maintenance of Equipment, Repair Services and/or Repair Spare Parts			
14984	Juniper	Platinum 1 Yr Warranty Plan	\$ 622.78
12756	Juniper	Gold 1 Yr Warranty Plan	\$ 244.96
132-8 Purchase of New Equipment			
Archer Field PC		Hardware & Accessories	
AR-JS1	Juniper	Archer Field PC, 128/512 MB	\$ 1,322.73
AR-JS2	Juniper	Archer field PC, 128/512 MB with Integrated Bluetooth Wireless Technology	\$ 1,417.52
AR-NC1	Juniper	Non-incendive Archer, 128/512 MB	\$ 1,607.09
AR-NC2	Juniper	Non-incendive Archer, 128/512 MB with Integrated Bluetooth Wireless Technology	\$ 1,701.88
12517	Juniper	Cigarette Lighter Power Adapter	\$ 22.67
14849	Juniper	Li-Ion Battery Pack	\$ 87.95
15240	Juniper	Power Dock	\$ 222.15
15242	Juniper	Travel Charger; charges spare battery	\$ 117.88



15077	Juniper	Communications Extended Cap, Orange	\$ 86.14
15075	Juniper	Universal Extended Cap, Orange	\$ 154.15
15074	Juniper	Optical Extended Cap, Orange	\$ 217.62
19960	Juniper	Communication Extended Cap, Gray	\$ 86.14
19807	Juniper	Universal Extended Cap, Gray	\$ 154.15
15076	Juniper	Data Acquisition Extended Cap	\$ 290.16
15294	Juniper	Sensor Mounting Strap	\$ 35.36
20275	Juniper	USB Cable (mini to full)	\$ 22.67
14854	Juniper	Hand Strap	\$ 22.67
14929	Juniper	Documentation CD	\$ 27.20
14847	Juniper	Stylus	\$ 11.79
15275	Juniper	Communication module Replacement Kit	\$ 63.47
15400	Juniper	Premium Screen Protectors (quantity of 2)	\$ 26.30
15404	Juniper	Connector Protector	\$ 18.13
22393	Juniper	Top and Bottom Cap Replacement Kit, Orange	\$ 58.94
22394	Juniper	Top and Bottom Cap Replacement Kit, Gray	\$ 58.94
Subscription Services			
132-33 Perpetual Software License			
20380	Juniper	Land Mark Mobile Software	\$ 190.42
22460	Juniper	Everglade Mobile Wetland Delineation Software	\$ 462.44
Extended Warranty Options			
132-12 Maintenance of Equipment, Repair Services and/or Repair Spare Parts			
14939	Juniper	Platinum 1 Yr Warranty Plan	\$ 426.55
14956	Juniper	Gold 1 Yr Warranty Plan	\$ 168.03
132-8 Purchase of New Equipment			
TK6000	Hardware & Accessories		
TK6-1	Juniper	TK6000 128MB/1GB	\$ 2,425.72
TK6-2	Juniper	TK6000 128MB/1GB with Bluetooth and US Wi-Fi 802.11 b/g	\$ 2,770.41
TK6-3	Juniper	TK6000 128MB/1GB with Bluetooth and International Wi-Fi 802.11 b/g	\$ 2,770.41
12517	Juniper	Cigarette Lighter Power Adapter, 12 VDC	\$ 22.67
15242	Juniper	Travel Charger	\$ 117.88
14849	Juniper	Li-Ion Battery Pack	\$ 87.95
20275	Juniper	USB Communication Cable	\$ 22.67
19591	Juniper	Hand Strap	\$ 22.67
14847	Juniper	Stylus	\$ 11.79



20199	Juniper	Documentation CD	\$ 27.20
15400	Juniper	Premium Screen Protectors (qty 2)	\$ 26.30
22477	Juniper	Cellular Expansion Pack (US) (For use with TK6-1 or TK6-2 only. Must be installed at time of TK6000 order	\$ 720.86
22465	Juniper	Cellular Expansion Pack (international) (For use with TK6-3 only. Must be installed at time of TK6000 Order	\$ 720.86
22453	Juniper	Replacement Antenna, US 850/1900 Mhz (for use with 22477 only)	\$ 27.20
22454	Juniper	Replacement Antenna, International 900/1800 Mhz (for use with 22456 only)	\$ 27.20
Subscription Services			
132-33 Perpetual Software License			
20380	Juniper	Landmark Mobile Software	\$ 190.42
22460	Juniper	Everglade Mobile Wetland Delineation Software	\$ 462.44
Extended Warranty Options			
132-12 Maintenance of Equipment, Repair Services and/or Repair Spare Parts			
14984	Juniper	Platinum 1 Yr Warranty Plan	\$ 646.28
12756	Juniper	Gold 1 Yr Warranty Plan	\$ 254.21
132-8 Purchase of New Equipment			
MESA	Hardware & Accessories		
MSA-1	Juniper	Mesa Standard, with Bluetooth and US WiFi	\$ 2,615.30
MSA-3	Juniper	Mesa Geo, with Bluetooth, US WiFi, Camera,	\$ 3,046.15
MSA-5	Juniper	Mesa Geo 3G, with Bluetooth, US WiFi, Camera cell modem	\$ 3,477.01
22470	Juniper	Travel Charger	\$ 154.15
22330	Juniper	Mobile Dock	\$ 512.31
22885	Juniper	Dock Desktop Base	\$ 45.34
22886	Juniper	Dock Vehicle Kit	\$ 59.84
20545	Juniper	Li-ion Battery	\$ 140.54

